



Master Terms & Conditions

Terms & Conditions of Sale, Acceptance

All sales of products by J.R. Hoe, Inc and subsidiaries and divisions of J.R. Hoe, Inc (the "Seller") are made on the following terms and conditions.

The following terms and conditions represent the complete agreement between the Buyer and the Seller. **The Seller is a material supplier and not bound to the Prime Contract or Project Document.** No other terms and conditions may modify or change the terms and conditions stated herein unless specifically agreed to by the Seller in writing and signed by an authorized employee of the Seller.

The Buyer's submission of any purchase order, order payment, online order, written order, emailed or written request to order, or acknowledgement or approval of the Seller's quotation by the Buyer is an express agreement by the Buyer to the terms and conditions herein, made with the full acknowledgement that any such orders may not be canceled, reduced, changed, rescheduled, or placed on hold without the express written consent of the Seller in its sole discretion.

Product Specifications, Designs, Confidentiality

All design drawings, diagrams, plans, prints, product specification documentation (collectively "J.R. Hoe Product Documentation") and information therein (whether patentable or not) is owned exclusively by J.R. Hoe, Inc and the Buyer shall have no right, title or interest in J.R. Hoe Product Documentation. Disclosure of J.R. Hoe Product Documentation to third parties is prohibited. To the extent any J.R. Hoe Product Documentation is disclosed or made available to the Buyer or learned by the Buyer in the course of any relationship with J.R. Hoe, Inc, the Buyer agrees to keep such material confidential.

All product inventions, product concepts, product improvements, manufacturing processes and techniques and all other product information relating to: (a) any existing J.R. Hoe, Inc product; (b) any product under development at J.R. Hoe, Inc c) any J.R. Hoe, Inc product quotation (collectively "J.R. Hoe Work Product Information") is owned exclusively by J.R. Hoe, Inc and the Buyer shall have no right, title or interest in J.R. Hoe Work Product Information. Disclosure of J.R. Hoe Work Product Information to third parties is prohibited. To the extent any J.R. Hoe Work Product Information is disclosed or made available to the Buyer or learned by the Buyer in the course of any relationship with J.R. Hoe, Inc, the Buyer agrees to keep such material confidential.

The Buyer explicitly agrees not to disclose any J.R. Hoe, Inc product quotations to third parties and to only use J.R. Hoe, Inc product quotations to the extent necessary for the Buyer to use the products purchased.

Payment Terms

Payment terms are specified on each individual invoice. If credit is extended to Buyer, payment is due thirty (30) days from the invoice date ("Invoice Date"). A service charge of 1.5% per month (18% annual rate) will be assessed on all past due balances. Where applicable, the service charge may be adjusted to comply with state legal requirements.

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Shipping, Delivery and Risk of Loss

The Seller inspects and counts the contents of all product orders prior to shipment. The Buyer agrees to inspect and legibly note any claims of shortage or damage on the shipping carrier's bill of lading and notify the Seller accordingly in writing within 24 hours after delivery to the Buyer. The Buyer shall be deemed to have accepted the numerical quantity of each product stated shipped by the Seller unless the Buyer legibly notes any claims of shortage or damage on the shipping carrier's bill of lading and notifies the Seller accordingly in writing within 24 hours after delivery to the Buyer. The Seller does not accept deductions from invoices for claims of shortage or damage.

The Seller ships all product orders FOB origin. Title to the product transfers to the Buyer upon shipping carrier pickup from the shipping place of origin. The Seller assumes no liability for products shipped in transit, but will render assistance in locating product and filing claims when applicable.

All delivery dates communicated by the Seller are estimated and are not guaranteed. Freight cost estimates may require adjustment to reflect actual freight costs at time of shipment.

Returns

Product returns are not accepted unless specifically approved in writing by an authorized employee of the Seller. The Buyer assumes the full risk and expense of returning products to the Seller including but not limited to cases of damage caused by the Buyer's improper handling, storage, packaging, installation, or use of the product. The Seller does not accept deductions from invoices for claims of shortage, damage, or defective products.

Warranty & Non Conforming Product

The Seller warrants to the Buyer that, at the time of delivery to the Buyer, the products will be free from defects in material and workmanship and will conform to the Buyer's purchase order.

The Buyer agrees to inspect all product orders within 24 hours after delivery to the Buyer. The Seller shall deem that products delivered to the Buyer conform to the Buyer's purchase order and have been accepted by the Buyer unless the Buyer notifies the Seller in writing of any claim of product non conformance within fifteen (15) business days of delivery to the Buyer. The Buyer shall then await written instructions from an authorized employee of the Seller. If the Seller determines that the products are non conforming, the Seller's sole liability to the Buyer and the Buyer's sole and exclusive remedy under this warranty (whether or not the non conforming products have been installed and may be the subject of a recall or similar action) is limited to the repair or replacement of the specific non conforming product units only.

The Seller assumes no liability or expense for product damage, loss, or deficiency in product performance caused by the Buyer's improper handling, storage, packaging, installation or use of the product. The Seller does not accept deductions from invoices for claims of shortage, damage, non conforming or defective products.

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Indemnity

The Buyer shall defend, indemnify and hold harmless the Seller, its affiliates, officers, directors, employees, agents, successors and assigns from and against any and all liabilities, losses, claims, expenses and damages (including attorney and professional fees) of any kind or nature whatsoever, including, without limitation, claims for personal injury (including death) or property damage, whether such claims are premised on contract, tort or otherwise, including strict liability, arising or resulting from, connected with, or in any way related to (a) Buyer's breach of any of Buyer's obligations under these Terms of Sale, (b) Buyer's use or installation of the goods or (c) any claimed unfair competition or patent, trademark or copyright infringement or any other claim resulting from Seller's manufacture of the goods to Buyer's specifications.

Jurisdiction/Venue/Choice of Law

Any controversy or claim including a lawsuit arising from or relating to any J.R. Hoe, Inc product shall be governed by, and will be interpreted in accordance with the laws of the state of Kentucky without regard to any conflict of law provisions. Any controversy or claim arising from or relating to any J.R. Hoe, Inc product will be venued exclusively in the state of Kentucky. The state and federal courts of Kentucky shall have exclusive jurisdiction over any controversy or claim arising from or relating to any J.R. Hoe, Inc product. The Buyer consents that above-referenced legal venues shall have jurisdiction over any and all Buyer claims, and waives any objection that these venues may be an inappropriate or inconvenient forum.

Severability

In the event any portion of these terms and conditions shall be determined to be invalid under any applicable law, such provision shall be deemed null and void and the remainder of these terms and conditions shall continue in full force and effect.



J.R. HOE
BRANDS:

DOWNSPOUTBOOTS.com

